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10 *Scott Shaw and David Evans*

11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

13 * * * * *

14 LAURA CONKLIN, an individual,
15
16 Plaintiff,

17 vs.

18 CITY OF RENO; a municipality; City of
19 Reno *ex. rel* its Department of Police, a
20 municipality; DAVID EVANS an
21 individual; SCOTT SHAW, an individual;
22 and DOES 1-10

23 Defendants.

CASE NO.: 3:18-cv-00260-MMD-VPC

**DEFENDANT DAVID EVANS'S
ANSWER TO COMPLAINT**

ANSWER

24 Defendant David Evans ("Evans") hereby responds to the Plaintiff Laura Conklin's
25 Complaint (ECF No. 1) and its allegations, as such allegations pertain to Evans only, by
26 admitting, denying and averring as follows:

27 1. Evans admit the allegations of Paragraphs 4, 5, 6, 7, 8, 13, 17, 41, 48, 57, 61, 62,
28 63, 66, 74, 80, 103, and 104 of the Complaint.

2. Evans denies the allegations of Paragraphs 2, 9, 21, 36, 39, 43, 45, and 47 of the
Complaint.

1 3. Evans is without knowledge or information sufficient to form a belief as to the
2 truth of the allegations contained in Paragraphs 1, 3, 10, 11, 12, 14, 15, 16, 18, 19, 20, 22, 23, 24,
3 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 44, 46, 49, 50, 51, 52, 53, 54, 55, 56, 58,
4 59, 64, 65, 67, 68, 69, 70, 71, 72, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 94, 95, 96, 97, 98, 99,
5 100, 101, 105, 106, 107, 108, 109, 110, and 111 of the Complaint and therefore denies the same.

6 4. Evans re-asserts his responses to the respective allegations re-alleged by Plaintiff
7 in Paragraphs 60, 73, 86, 93, and 102 of the Complaint.

8 5. With regard to all allegations containing citations to statutory or case
9 law, assertions regarding the interpretation, meaning or applications of such law, or general
10 assertions about any law or a body of law, such allegations are not factual allegations to which a
11 response is required. Except where otherwise clearly indicated, Evans does not adopt, admit or
12 deny Plaintiff's allegations concerning any law or its interpretations. This paragraph is the
13 response to the allegations of Paragraphs 75, 76, 77, 78, 79, and 81 of the Complaint.

14 6. With regard to all allegations based on unstated, unknown or unascertainable
15 information, speculation, assertions stated without context or in vague, ambiguous, multiple or
16 alternative ways, documents which are not part of the Complaint, conclusory allegations based
17 on examples or generalizations, generalized statements about the acts or omissions of one or
18 more unidentified persons or group members, conclusory allegations regarding the meaning of
19 evidence, intentions, potential future actions and/or information or belief, the City Defendants
20 are without knowledge or information sufficient to form a belief as to the truth of such
21 allegations, and therefore deny the same.

22 7. To the extent not indicated elsewhere in this Answer, Evans denies all allegations
23 of wrongdoing, liability and responsibility for damages.

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AFFIRMATIVE DEFENSES

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2 1. Evans is immune from this action, and any liability alleged, pursuant to, among
3 other authorities, NRS Chapter 41, including but not limited to sections 41.032 and 41.03475.

4 2. Plaintiff fails to allege facts sufficient to state a claim upon which relief can be
5 granted.

6 3. Plaintiff has contractually released claims related to many of the factual
7 allegations of the Complaint, and relief cannot be granted as to causes of action premised on
8 such allegations.

9 4. All decisions with respect to Plaintiff's employment were made for legitimate,
10 non-discriminatory, non-pretextual reasons.

11 5. All actions taken by Evans were reasonable, proper, and justified, and therefore
12 cannot form a basis for liability.

13 6. Plaintiff failed to mitigate her damages, if any, which are thereby reduced.

14 7. Plaintiff's damages, if any, were caused by independent, intervening or
15 concurrent causes and third parties over which Evans had no influence or control. Evans is not
16 responsible or liable for such causes and actions.

17 8. An award of damages, if any, is limited by the provisions of NRS 41.0335 and
18 NRS 41.035.

19 9. Plaintiff's claims are barred by the doctrines of accord and satisfaction, waiver,
20 estoppel, laches, and unclean hands.

21 10. Plaintiff's claims are barred by her failure to comply with statutory prerequisites
22 for this action.

23 11. Plaintiff's claims are barred by 42 U.S.C. § 2000e-5(e) to the extent that Plaintiff
24 makes allegations or claims under Title VII with respect to a time period more than 300 days
25 before Plaintiffs allegedly filed a charge with the Equal Employment Opportunity Commission
26 ('EEOC'), or which were not made the subject of a timely EEOC charge.

1 12. Plaintiff's claims are barred to the extent that the allegations contained therein do
2 not reasonably fall within the scope of claims made in any administrative charge timely filed by
3 Plaintiff with the EEOC.

4 13. Some or all of Plaintiff's claims are barred by the doctrines of claim preclusion
5 and issue preclusion.

6 14. Plaintiff's claims are barred by the applicable statute of limitations and repose.

7 15. Plaintiff is barred from recovering damages as her claims are speculative, and/or
8 unsupported by substantial or reliable evidence.

9 16. Evans is entitled to discretionary immunity and qualified immunity.

10 17. Evans's actions were reasonable and made in compliance with all laws governing
11 such actions. Therefore, no liability for violation of the law can exist.

12 Evans reserves the right to amend this pleading to include any additional or further
13 affirmative defenses as their bases become known and relevant, and to bring other related
14 affirmative claims.

15 Wherefore, Evans prays:

- 16 1. For judgment in his favor on all claims and defenses of the parties;
17 2. For an award of all costs and attorney's fees incurred; and
18 3. For any additional or further relief this Court may deem just and

19 DATED this 25th day of July, 2018.

20 KARL S. HALL
21 Reno City Attorney

22 By: /s/ Mark W. Dunagan
23 MARK W. DUNAGAN
24 Deputy City Attorney
25 Nevada State Bar #10574
26 Post Office Box 1900
27 Reno, Nevada 89505
28 Attorneys for City of Reno,
 Scott Shaw and David Evans

CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of the RENO CITY ATTORNEY'S OFFICE, and that on this date, I am serving the foregoing document(s) on the party(s) set forth below by:

_____ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage prepaid, following ordinary business practices or;

_____ Personal delivery.

 X EFlex electronic service

_____ Facsimile (FAX).

_____ Federal Express or other overnight delivery.

_____ Reno/Carson Messenger Service.

addressed as follows:

Jason D. Guinasso, Esq.
Hutchison & Steffen, PLLC
500 Damonte Ranch Pkwy, Suite 980
Reno, NV 89521
Attorney for Plaintiff

DATED this 25th day of June, 2018.

/s/ Katie Wellman

Katie Wellman

Legal Assistant